34

G. R. S. IX-5]

Previous references.

File No. 24-19

1919.

Serial Nos. 116, 117, 123, 131

(pp)

Later references.

P.P 16-20-88, 229, 230, 249.
P.P. 16-20-48, 50, 95, 265-268 271.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Four

Part B for Febry 1920.

SUBJECT.

Import of food grains into the State

Sc(131) To messrs R. Papanna & Sons
Merchants, Bangalore City

Re the adjustment of bills for Burma
rice supplied by them to the Food controller
from April to Aug 1919

Informs that their contentions that they
are not liable for shortages in bags delivered
elsewhere than in Bangalore or for bad quality
of rice delivered are untenable and that the
Fc has been instructed to adjust their outstandings
as early as practicable

Mde 250—GPS—60,000—25-1-19

Mde 2/5

G. R. S. III—1] 1919-20

GENERAL AND REVENUE SECRETARIAT.

(P. P)

NOTES.

File No. 24

FILE HEADING.

Import of foodgrains into the State—

From

Messrs R. Pappamma Sons Bangalore

No. Petn Dated 10-1-20 Received 16/30-1-20

Diary No. 130/88	Enclos. 2 Spare Copies.	Serial No. 114

BRIEF ABSTRACT OF LETTER.

Request that the Food Controller may be instructed to adjust early the balances due to them in respect of their Contract for supply of Burma rice from April to June 1919

NOTES AND ORDERS.

Draft forwarding the petn to the T.C. for remarks as noted on the petn put up.

Ins
31/1/20

Jme
3/2/20

NOTES—First Sheet.

G. R. S. III-2]

General and Revenue Secretariat.

4076 2

File No. 21 of 1919

Serial No.	
117	To The Food Controller G 17707 dy 2-2-20 Fds for remarks the petn reptd on SE 114
123	From the Food Controller No 9901 dy 5/10. 2. 20 Submits a report on the 'petn of Messrs Papaeena & Co' reptd to above - Subd with refes MG 12/2/20 For perusal. An Endorsement may if appd be given to the petrs stating that ~~Govt are not~~ pre agreeing with the Food Controller's recommendations re. Shortage in rep & Quality of rice, and the petrs also informed that the Question of payment will be reviewed further and Endorsement given MC 13/2/20 (Chief Secr) The F.C's suggestions accepted - Dewan 14/2/20 MG 17.2.20

CHIEF SECRETARIAT POLITICAL BRANCH. 3. FEB. 1920

DEWAN'S OFFICE. Recd. on FEB 16 1920 Reg. No. 5633

NOTE—Contn. sheet.

3

G. R S. III-2]

General and Revenue Secretariat. | P. P File No. 24 of 191 9

Serial No.

Draft submd
Mg
19/2/20
23
Chief Sec)

Issue
MK
26/2/20

MK
25/2/20

131 To
Messrs Q. Papanna & Sons
merchants, Bangalore City
G 19918 dy 27-2-20
With ref to Pa 114 informs that their
contention is that they are not liable for
shortages in bags delivered elsewhere than
in Bangalore or for bad quality of rice
delivered are untenable and that the Fd
Contr has been instructed to adjust
their outstandings-
Do
The Food Controller
G 19919 dy 27-2-20.
Frds a copy of the above and requests
that the amount of interest may
be settled with the importers and
their outstandings adjusted-

THE SECRETARIAT
28 FEB. 1920
POLITICAL BRANCH.

NOTE—Contn. sheet

...RY NO. 13088
CHIEF SECRETARIAT II POLITICAL BRANCH. 31 JAN. 1920
Date of Receipt 16
Date, Regr No
1919 20
SECTION
FILE NO 24-19
114

10.1.20 To

Rajasevadhurina

Sirdar M. Kantaraja Urs, Esqr., B.A., C.S.I.,

Dewan of Mysore, Bangalore.

Maybe forwarded to the Chief secretary to be sent to JC for remarks

Honored Sir,

We, the contractors to the Food Controller & Director of Civil Supplies, in Mysore, for the importation and supply of Burma rice from April to July 1919, beg to bring to your kind and sympathetic attention and consideration the following facts, in the matter of the final adjustment of our rice accounts, as effected by him.

Having supplied 7,500 tons in all, of Burma rice and presented our bills for the sums of Rs. 12,51,227-13-0, we have been paid up to now Rs. 12,09,297-15-7, and for the balance of Rs. 41,929-13-5 with the interest of Rs. 1,759-14-2, we are informed, that he is not liable for our loss by way of interest, that the sum of Rs. 2,182-9-5 has been withheld for rice of bad quality and the sum of Rs. 39,747-4-0 for shortages, as per his statements sent to us on 29/10/19 and 20/11/19.

We beg to state that we have fulfilled all the terms laid down in the agreement, to ensure both quality and quantity of rice, by obtaining survey certificates for every shipment, from authorised surveyors, and importing rice from approved and reliable exporters. For all shortages, found, on arrival of shipments, at Madras, proper surveys have been held and we are compensated for such shortages and to this extent, we consider ourselves liable for.

We, further, beg to state, without prejudice to our claims, that under our agreement, delivery was fixed for

5

for Bangalore City only and if the Food Controller desired - delivery at any other stations, such delivery must be at his - own risk. It cannot reasonably be expected of us, to deliver the various consignments at the different Government depots in the State and at the same time, to accept and be responsible - for the shortages reported by the consignees. And even, if - it were possible for us, in any way to trace out when and - where such shortages or damages could have occured, we were - seriously handicapped to do so, when we received statements of such shortages and damages only months after deliveries of - consignments were taken. We respectfully submit, that we are not, in consequence liable for such shortages and damages.

We, further, beg to point out, that, under our agreement, payment for rice delivered, is payable within ten - days after receipt of goods and from the enclosed statement - it will be observed to what extent, we have actually suffered loss, which, we request, should be compensated.

we beg to represent that it is both unreasonabl and inequitable to withhold such a huge sum for which we are not at all liable and we beg to request that the matter may be sympathetically considered and early orders be passed for the payments of the balance amount of our bill, disallowing the - value of such shortages, as have been found at Madras, and that of any shortages, in addition, actually found at Bangalore - City.

We beg to enclose herewith copies of two letter exchanged between the Food Controller and ourselves in the matter.

Bangalore City,
10th January 1920.

We beg to remain,
Honored Sir,
Your most obedient servants,

Pro. R. PAPANNA & SONS

25th December 19.

To

The Food Controller & Director
of Civil Supplies in Mysore,
B a n g a l o r e.

Dear Sir,

We beg to forward you herewith enclosed statement of our account of Burma rice of four allotments, showing the total balance of amount due to us.

As regards your statement in your letter of the 18th instant - that you have furnished us with your statements for the consignments of Burma rice, and that you have paid accordingly, we are unable to accept same, as, under our contract, delivery is quoted for Bangalore City and for direct despatches to other stations the responsibility for ~~info~~ loss, in transit, must remain with you.

We are prepared, without prejudice to our claims, to allow shortages found at Madras Port and Bangalore City.

Further, we are not liable for certain quantities of rice which youm call damaged. We have fulfilled the terms laid down in the agreement to ensure quality of rice and besides, as we have informed you already, that in no case such instances were brought to our notic while they were being delivered.

We shall thank you to expedite settlement by paying us the balance amount as early as you can to avoid further loss being sustained by us.

Yours faithfully,

Allianetta
for Papanna & Sons

Statement of Account of Burma rice delivered out of the allotments of April, May, June and July.

The Food Controller & Director of
Civil Supplies in Mysore, Bangalore.

Dr.

					Rs.
To amount of our bill of	April	allotment			1,61,744- 7- 7
To "	"	May	"		6,26,869- 8- 2
To "	"	June	"		1,58,882-15- 9
To "	"	July	"		3,03,730-13- 6
				TOTAL	12,51,227-13- 0
By amount received for	April	account		1,56,992- 3-4	
By "	"	May	"	6,03,838- 5-7	
By "	"	June	"	1,54,726- 0-7	
By "	"	July	"	2,93,761- 6-1	
Total amount received.				12,09,297-15-7	12,09,297-15- 7
				Balance	41,929-13- 5

Interest for the various outstanding amounts at 7% per annum as per list enclosed. 1,759-14- 2

Total 43,689-11- 7

Rupees Forty three thousand and six hundred and eighty nine, annas eleven and pies seven only.

Date of bills	Amount of bills	Date of receipts	Amounts received	No of days of delay	Interest @ 7% per annum
			Rs. Rs.		Rs.
	April Allotment.				
19/5/19	14,803-13-2	20/5/19	30/5/19 1,00,000		
21/5/19	15,885- 4- 7				
21/5/19	15,718- 1- 2	16/5/19	14,020	6	
20/5/19	1,003- 4- 6				
10/5/19	15,718- 1- 2	16/5/19	30/5/19 14,020/-	6	16- 5-9
20/5/19	1,003- 4- 6	20/5/19	880/6/-	9	1-8-8
23/5/19	17,356-12- 3				
		11/6/19	32,000/-/-	15	93- 5-4
		8/8/19	8,000/-/-	73	113- 8-11
		30/10/19	2,071/-/-	154	62- 1-4
	May Allotment.				
7/7/19	14,055- 2- 0	15/7/19	Same amount.	8	21-13- 5
7/7/19	28,558-12- 0	15/7/19	" "	8	44- 6-11
3/7/19	8,796- 3- 8	8/7/19	" "	5	8-86- 1
28/6/19	27,464-11- 9	4/7/19	" "	7	37- 6- 2
23/6/19	1,86,804- 1- 0	25/6/19	" "	2	72-10- 5
	12,423- 6-11	25/6/19	" "	2	4-14- 2
		22/8/19	60,000/-/-	42	490- 0- 0
		30/10/19	8,709-15-4	110	186- 4- 9
	June Allotment.				
26/7/19	18,481- 5- 6	31/7/19	Same Amount.	5	17-15- 7
26/7/19	13,855-10- 6	30/7/19	" "	5	13- 7- 6
24/7/19	11,733- 6- 1	30/7/19	" "	6	13-11- 0
23/7/19	19,810-14- 6	26/7/19	" "	3	11- 9-10
18/7/19	12,998- 5- 9	21/7/19	" "	3	7- 9- 4
		7/10/19	11,316-10- 7	66	145- 4- 0
		30/10/19	1,327- 6- 0	79	20- 6- 3

CONTD. PAGE.

Date of bills.	Amount of bills	Date of receipts	Amounts received	No of Days of delay	Interest 7% per annum.
	July Allotment.		Rs.		Rs.
26/8/19	48,559- 1- 9	28/8/19	48,548- 1- 9	2	18-13- 9
27/8/19	44,307- 8- 6	4/9/19	Same amount.	8	68-14- 9
30/8/19	40,550- 9- 0	4/9/19	" "	5	39- 7- 0
1/9/19	6,069- 8- 3	4/9/19	5,997- 8- 6	3	3- 8- 0
15/9/19	5,414- 0- 6	18/9/19	Same amount.	3	3- 2- 6
16/9/19	42,674-10- 6	18/9/19	" "	2	16- 9- 6
7/9/19	27,712-11- 6	19/9/19	" "	2	10-12- 6
22/9/19	2,674-14- 0	26/9/19	" "	4	2- 1- 4
24/9/19	5,573-13- 6	27/9/19	" "	3	3- 4- 2
		13/10/19	15,666-14- 4	39	118-12-11
		22/11/19	7,739- 5- 7	61	91-12- 6
				T o t a l	1,759-14- 2

Rupees one thousand and seven hundred and fifty nine,

annas fourteen and pies two only.

Bangalore, 4th January 1920.

7

From

K. Mathan, Esqr., B.A.,
Food Controller & Director of
Civil Supplies in Mysore.

To

Messrs. R. Papanna and Sons,
Avenue Road, Bangalore City.

Sirs,

With reference to your letter dated 25th December 1919 received in my office on the 2nd instant enclosing a statement of your account for supply of Burma rice, I write to inform you that I have gone carefully into the agreements executed in respect of your imports, but find no support for your present contentions that you are responsible for delivery of correct weights only in the Bangalore City and that for bags delivered at other stations you should be paid full value irrespective of their actual weight or contents. That such an unnatural and unreasonable interpretation was never contemplated by the parties is further evidenced by the fact that you were sending your representatives to several stations to which the goods were consigned for ascertaining the actual weights and that you yourself accompanied me to certain stations to see how the weighments had been effected and to check the same.

You say nothing about broken rice found in consignments. Clearly payment cannot be made for broken rice at the rates for whole rice. Regarding damaged rice, if in any case you contend that damage took place after delivery of the goods to consignees, I shall of course enquire into the matter and in all cases where your contention is found to be correct, will pay

pay for the goods at the contract rates. As far as I am aware at present the damage was all caused before the goods were received by consigness.

Regarding your claim for interest I see no provision for this in the agreement and if there has been any delay in - settling claims it has been chiefly due to your not presenting correct bills and presenting them in time. Your survey - certificates were also presented very late.

I have the honor to be,

Sir,

Your most obedient servant,

Sd/- M. S. Ramachendra Rao.

For Food Controller & Director.

G.R.S. 29]

GENERAL AND REVENUE SECRETARIAT.

(6'6)

DRAFT ENDORSEMENT ON | File No.
Serial No.

No... G.17707 Encl

Dated.....the... 21/2/1920

Issued on the .....

~~Copy~~ forwarded to the compliments of the Food Controller in regard to forwarding remarks.

By Order, etc.

MK
31/1/20
for Secretary

List of papers forwarded.

Letter dt 10.1.20 from Messrs R. Parkinson & Sons - B. Line regarding the adjustment of the balance due to them in respect of their contract for supply of Bunnaries from April to June 1919

GPB—5,500—29-6-11

P.P. 24-19

Office of the Food Controller and
Director of Civil Supplies in Mysore. Sh 123

Bangalore, Dated 5th February 192 0

To

14016

IN REPLY REFER TO
NO. 4961
ENCL. 12

P.P. 24-19

Tel: Address
"CIVISUP."

FEB 1920

21310

FROM

K. MATTHAN ESQ., B.A.,
Food Controller and Director of Civil Supplies in Mysore.

TO.

C. S. Balasundaram Iyer, Esq., B.A.,
Chief Secretary to the Govt. of Mysore.

Sir

With reference to your memo No. G.17707 of the 2nd instant, forwarding for my remarks a petition from Messrs. R. Papanna and Sons, Bangalore, regarding the adjustment of balance said to be due to them on account of Burma rice imported by them, I have the honour to state that having received an advance copy of the petition direct from the firm, I consulted the Government Advocate on the subject as well as on similar contentions raised by another importer Mr. Janoo Hassan Sait. A copy of a D.O. letter received from the Government Advocate No. 41 of the 13th January 1920 is enclosed from which it will be seen that the Government Advocate is of the opinion that the contentions of the importers that they are not liable for shortages in bags delivered elsewhere than in Bangalore or for bad quality of rice delivered cannot be upheld. He considers that they may have to be paid reasonable interest on account of the delays

in settlement of their bills. The delay in settlement of bills has been due chiefly to delay in the consignees reporting the actual quantities received by them. This has already been brought to the notice of Government in connection with the delay of the Amildar of Nanjangud in regard to certain rice consigned to him. A statement of the dates of despatch of railway receipts to the several consignees, the dates of the arrival of the rice consignment and the dates of the submission to this office of the statement regarding actual weight, quality of rice etc., in regard to the rice imported by Messrs. Papanna and Sons, from which it will be seen that there has been extraordinary delay in several cases. I am prepared to go into the question of the amount of interest which they may reasonably claim with the importers. The amount involved is small and is fully covered by the price charged for the rice. Copies of the agreements entered into with Messrs. Papanna and Sons are enclosed for the information of Government.

The petition and its enclosures are also hereith returned.

I have the honour to be,

Sir,

Your most obedient servant,

Food Controller & Director.

Letter No. D.O. 41 dated 12/13th January 1920 from the Government advocate to the Food Controller in Mysore.

Your letter No. 8089 dated the 11th January 1920, with the 7 agreements enclosed therein were handed over to me By Mr. Rangiah Naidu this morning. It would appear he had gone to my private office last evening expecting to find me; but as I do not attend my office on Sudays, particularly in the evenings, he called on me again this morning to give the papers.

I shall dispode of the case of Mr. Janoo Hassan Sait first. It is no doubt true that the rates fixed were for delivery " F.O.R." Bangalore City. But, this does not necessarily mean that weighments should be taken at the station itself. The contension is, in my opinion, idle and unreasonable. Clause 3 of the agreement itself sets this question at rest. It runs as follows:- " That in respect of the quantities consigned to the Food Controller ..... payment should be made ..... at the rate of 90% ..... and the balance of 10% shall be paid to the supplier, after taking and verifying the weighments of each consignment within not more than 10 days from the date of receipt of the consignment." This clause clearly implies that weighments have to be taken and verified and a time limit of 10 days is fixed for this purpose. Does the supplier expect that till this necessary formality is gone through, the bags of rice should be left on the premises of the Railway Station? Does he expect you to take the balances etc., to the Railway premises for weighing the rice?

Clause 2 also specifies that the delivery should be at the Bangalore City. There is nothing to show that the delivery was intended to be at the Railway Station Goods yard. The expression " F.O.R." merely indicates that all freight and other charges for bringing the rice to the Bangalore City should be borne by the supplier and nothing more. I am, therefore, of opinion that there is no substance in Mr. Sait's contention.

In regard to the various questions raised by Messrs Papanna and sons, on a proper construction of the agreements executed by them, I find that their contention that they are not liable for shortage in cases of delivery at places other than Bangalore does not appear to be sound, as the terms of the agreement do not make any distinction, regarding such liability, between delivery at Bangalore and at places other than Bangalore. All the agreements, provided, on the other hand, that payment of the 5% or 10% of the balance shall be made after checking and verifying the measurements. That these conditions apply with equal effect to cases of delivery at all places whatsoever, is clear from the terms of para 3 of agreements Nos. 2, 3, 5 and 6 and para 4 of No. 4, which run as follows:- " That in respect of quantities consigned to the Food Controller or to his nominees, in the Bangalore City, as well as at the various places within the Mysore State, payment.,,,

same position as a Commission Agent, whose responsibility would, perhaps, cease the moment the goods are handed over, for and on account of the purchaser, to a common carrier. Here, the tenderer has undertaken to supply goods of a particular quality and weight at a specified place at special rates, in fixing which, I take it, provision has been made for all contingencies and also for at least a small margin of profit.

I am, therefore, of opinion that during transit, the goods must be deemed to be at the risk of the Tenderer, and he it is that must necessarily be responisible for loss, deterioration etc., in transit.

Regarding his claim for interest by way of damages on account of delayed payment, I am afraid he is entitled to be compensated at a reasonable rate of interest in all cases in which moneys remain unpaid after the expiry of the time specified for payment under the terms of the agreement. He becomes entitled to the balance of 5% or 10% as the case may be, immediately " after checking and verifying the weighment of each consignment".

The agreements are herewith returned.

" C O P Y"

For Food Controller and Director.

K.G.P.

9.2.20

This agreement made this twentyfourth day of March 1919, between Mr.P.M. Basappa, son of Mr. R. Papamna, representing the firm of Messrs. R. Papanna & Sons, Avenue Road, Bangalore residing at 11 road, Chamarajpet, hereinafter called the supplier of the one part and Mr. K. Matthan, B.A., Food Controller and Director of Civil Supplies in Mysore, representing the government of His Highness the Maharaja of Mysore, hereinafter called the controller of the other part, whereby it is agreed as follows

(1) The supplier hereby agrees to import one thousand tons of Burma rice which goes under the denomination of "Small Mills", in the month of April 1919 from Burmah, the rice itself being purchased at Burmah, subject to the conditions imposed by the Rice Commissioner, Rangoon.

(2) The Supplier hereby accepts unconditionally the terms under which sealed tenders were invited by the Food Controller and Director of Civil Supplies in Mysore as per his notice dated 11th March 1919, published in part 4 of the Mysore Gazette dated 13th March 1919 and hereby undertakes to be bound by the conditions specified therein.

(3) The supplier has, as per conditions laid down in the notice referred to, given bank guarantee of rupees twelvethousand five hundred (Rs 12500) which he agrees to forfeit in the event of the breech of any of the conditions mentioned in the above said notice.

(4) The Supplier undertakes to stock the said rice in his own godowns and at his own risk and to sell the same wholesale at the rate of Rs 12-4-0 (rupees twelve and Annas four only) per bag of 164 lbs. the cost of the bag being included in the said price and at proportionately higher prices for bags of larger capacity. If the supplier undertakes retail sales, he agrees to charge only annas eight extra per bag, but deducting therefrom the value of the gunny, which will be fixed by the Controller.

(5) For consignments taken over by Government or despatched to their order payment of 95% on the total amount that may be due at accepted rate should be made on delivery

Vide the railway receipt

on the railway receipt, the balance being payable on actual delivery of goods. If delivery en route is directed at any other place except at Supplier's godown in Bangalore City the difference between the cost of transport from station of despatch to depot in Bangalore City and the cost from Station of despatch to station of destination will be added to or deducted from the price as the case may be.

(6) The Supplier further undertakes to carry out such other orders and instructions as may be issued by the Controller from time to time regarding the distribution and sale of the rice and not inconsistent with the provisions hereby agreed to.

In witness whereof the parties ~~of the~~ to this agreement have hereby set their hands this twentyfourth day of March 1919.

Sd/- P.M. Basappa.
Supplier.

Sd/- K. Matthan.
Food Controller and Director of Civil Supplies in Mysore.

Witness:-

1. x xx

2. xx xx

Copy

For Director of Civil Supplies &c.

Memorandum of agreement executed between Mr. K Matthan, Food Controller in Mysore, hereinafter called the Food Controller in one part and Mr. P.M.Basappa, son of Mr. R. Papanna, representing the Firm of Messrs. R. Papanna & Sons, Avenue Road, Bangalore, herein after called the tenderer of the other part.

Whereas the Food Controller by his notification dated the 28th April 1919, invited seald tenders for the import and sale of Rangoon rice from Burma in the month of May 1919 and whereas the Tenderer by his offer in writing dated the 6th May 1919 undertook to supply Rangoon rice big mills special(old crop) at Rs 19 per bag of 225 lbs. and whereas the said tender was accepted by the Food Controller for one thousand tons by the communication dated 6th May 1919.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:--

1. That the Food Controller should arrange shipping space from Rangoon to Madras for the said 1,000 tons for May shipment for necessary licenses authorising the tenderer to import the said quantity of rice from Burma during the month of May and for Railway wagons from Madras Harbour.

2. The Tenderer should import 1,000 tons of big mills special(old crop) rice and supply the same to the Food Controller or sell the same by himself at the rate of Rs 19 per bag of 225 lbs. gross for godown delivery in Bangalore City; the quantity to be supplied by the Tenderer to the Food Controller or to his nominees and the quantity to be sold by the Tenderer himself being fixed by the Food Controller.

3. That in respect of quantities consigned to the Food Controller or to his nominees in the Bangalore City as well as at the various places within the Mysore State, Payment should

be made to the Tenderer against Railway receipts at the rate of 90% of the value of each consignment deducting the Railway freight from the Madras Harbour station to the Bangalore City and cartage to godown at the rate of one anna per bag and the balance of 10% shall be paid to the Tenderer after checking and verifying the weighments of each consignment

4. That immediately after the arrival of the shipment the Food Controller shall furnish a list of the persons to whom and the places to which such consignments should be booked from Mardas Harbour Railway Station, promptly and expeditiously, so as to prevent any ~~shortage~~ storage charges being imposed or levied by the Port trust Authorities in respect of the said consignments.

5. The Tenderer undertakes to obtain a Surveyor's certificate before shipment at Rangoon to guarantee the quality of the rice purchased and produce the same before the Food Controller.

6. That the rice taken by the Tenderer to the Bangalore City shall be storedby the Tenderer at his risk in godowns to be provided by himself.

7. That for ~~the~~ rice sold in retail by the Tenderer in Bangalore City he will be allowed in addition to Rs 19 per bag of 225 lbs. gross,an extra allowance of eight annas per bag or deducting annas six for the value of empty gunny, two annas only extra per bag, and the Tenderer shall be at liberty to dispose of the rice so taken by him at his godown in Bangalore within the month of May.

8. That the Food Controller shall not allow other importers to sell in Bangalore City Big Mills Special(old crop) Rangoon rice during the continuance of this contract at rates lower than those fixed for the Tenderer.

19

9. That the Tenderer having deposited in the Bank of Mysore a sum of Rs 5,000 has lodged the Bank's guarantee letter with the Food Controller as security for the due fulfilment of this contract; breach of the terms of this agreement will entail the forfeiture of the whole or part of the said deposit at the discretion of the Food Controller. After the due performance of this agreement the said Bank guarantee letter shall be returned to the Tenderer to enable him to get back the amount from the Mysore Bank.

Signed this seventh day of May, one thousand nine hundred and nineteen.

Copy

for Food Controller & Director of Civil Supplies

Memorandum of agreement executed between Mr. K. Matthan Food Controller in Mysore, hereinafter called the Food Controller of the one part and Mr. P.M. Basappa son of Mr. R. Papanna representing the firm of Messrs. R. Papanna and sons Avenue road Bangalore hereinafter called the tenderer of the other part.

Whereas the Food Controller by his Notification dated the 7th May 1919 invited sealed tenders for the import and sale of one thousand tons of Burma white rice and five hundred tons broken rice from Burma in the month of May 1919 and whereas the Tenderer by his offer in writing dated the 14th May 1919 undertook to supply Rangoon rice big mills special at Rs 18-6-0 per bag of 225 lbs. and whereas the said tenderer was accepted by the Food Controller for one thousand tons by the communication dated 14th May 1919.

Now this agreement witnesseth as follows:-

1. That the Food Controller should arrange shipping space from Rangoon to Madras for the said one thousand tons for May shipment, for necessary licenses authorising the tenderer to import the said quantity of rice from Burma during the month of May and for railway waggons from Madras Harbour.

2. The Tenderer should import one thousand tons of big Mills special rice and supply the same to the Food Controller or sell the same by himself at the rate of Rs 18-6-0 per bag of 225 lbs, gross for godown delivery in Bangalore City; the quantity to be supplied by the Tenderer to the Food Controller or to his nominees and the quantity to be sold by the Tenderer himself being fixed by the Food Controller.

3. That in respect of quantities consigned to the Food Controller or to his nominees in the Bangalore City as well as at the various places within the Mysore State payment should be made to the tenderer against the railway receipts at the rate

the discretion of the Food Controller. After the due performance of this agreement the said Bank guarantee letter shall be returned to the Tenderer to enable him to get back the amount from the Mysore Bank.

Signed this 17th day of May one thousand nine hundred and nineteen.

Sd/-P.M. Basappa.
Proprietor
R. Papanna and Sons.

Sd/- K. Matthan.
Food Controller in Mysore.

Copy

for Food Controller & Director of civil Supplies

Mangalore

Memorandum of agreement executed this fourth day of June, one thousand nine hundred and nineteen, between Mr. K. Matthan, Food Controller and Director of Civil Supplies in Mysore, hereinafter called the "Food Controller" of the one part and Mr. P.M.Basappa, son of R. Papanna representing the firm of Messrs. R. Papanna & Sons, Avenue Road, Bangalore residing at II Road Chamarajapet, Bangalore City, hereinafter called the "Suppliers" of the other part.

Whereas the Food Controller has called upon the Suppliers to import and supply one thousand five hundred tons of Big Mills rice from Rangoon during the month of May 1919 and the Suppliers have agreed to do so.

Now this agreement witnesseth as follows:----

1. The Food Controller should arrange shipping space from Rangoon to Madras for the said 1500 tons for May shipment and for necessary licenses authorising the Suppliers to import the said quantity of rice from Burma during the month of May 1919.

2. The Suppliers should import one thousand five hundred tons of Big Mills rice from Rangoon and supply same to the Food Controller or as directed by him at the rate of ₹ 18-2-0 for godown delivery in Bangalore City per bag of 225 lbs. gross but for the sake of convenience the rice to be filled in bags of 2 maunds each, or 164 lbs. gross

3. The Suppliers should import 1500 tons of Big mills rice and supply the same to the Food Controller or sell the same by himself at the rate of ₹ 18-2-0 per bag of 225 lbs. gross for godown delivery in Bangalore City; the quantity to be supplied

by the Suppliers to the Food Controller or to his nominees and the quantity to be sold by the Suppliers themselves being fixed by the Food Controller.

4. That in respect of quantities consigned to the Food Controller or to his nominees in the Bangalore City as well as the various places within the Mysore State, payment should be made to the suppliers against railway receipts at the rate of 90% of the value of each consignment deducting the railway freight from the Madras Harbour station to the Bangalore City and cartage to godown at the rate of one anna per bag and the balance of 10% shall be paid to the Suppliers after checking and verifying the weighments of each consignment within not more than 10 days from the date of receipt of the consignment.

5. That immediately after the arrival of the shipment the Food Controller shall furnish a list of the persons to whom and the places to which such consignments should be booked from Madras Harbour railway station, promptly and expeditiously so as to prevent any ~~shortage~~ storage charges being imposed or levied by the Port Trust Authoriries in respect of the said consignments.

6. The Suppliers undertake to obtain a Surveyor's certificate before shipment at Rangoon to show that the quantity shipped is of good quality and shall produce the same before the Food Controller.

7. That the rice taken by the Suppliers to the Bangalore City for the said purpose shall be stored by the Suppliers at their risk in godowns to be provided for by themselves.

8. That for rice sold in retail by the Suppliers in Bangalore City he will be allowed in addition to Rs 18-8-0

per bag of 225 lbs. gross an extra allowance of eight annas per bag or deducting annas 6 for the value of empty gunny two annas only extra per bag, and the Suppliers shall be at liberty liberty to dispose of the rice so taken by them to their godown in Bangalore within the month of June.

9. That the Food Controller shall not permit sales in Bangalore City of Big Mills Rangoon rice during the continuance of this contract out of Government stock at rates lower than Rs. 18-2-0 per bag except in the case of sales to the poor at concession rates by Government under the system now existing and he should not allow other importers to sell Rangoon Big Mills rice lower than those fixed for the Suppliers.

10. That the Suppliers having deposited in the Bank of Mysore a sum of Rs. 7,500 has lodged the Bank guarantee letter with the Food Controller as security for the due fulfilment of this contract; breach of the terms of this agreement will entail the forfeiture of the whole or part of the said deposit, at the discretion of the Food Controller. After the due performance of this agreement the said Bank guarantee letter shall be returned to the suppliers to enable them to get back the amount.

Copy

for Food Controller

the Food Controller shall furnish the list of persons to whom and the places to which such consignments should be booked from Madras Harbour station promptly and expeditiously so as to prevent any storage charges being imposed or levied by the Port Trust Authorities in respect of the said consignments.

5. The Supplier undertakes to obtain a Surveyor's certificate at his own cost before shipment at Rangoon to show that the quantity shipped is of good quality and shall produce the same before the Food Controller.

6. That the rice taken by the Supplier to the Bangalore City for the said purpose shall be stored by the Supplier at his risk in godowns to be provided ~~for~~ by himself.

7. That the Supplier having deposited in the Bank of Mysore a sum of Rupees Five thousand had lodged the Bank Guarantee letter with the Food Controller as security for the due fulfilment of this contract; breach of the terms of this agreement will entail the forfeiture of the whole or part of the said deposit, at the discretion of the Food Controller. After the due performance of th agreement the said Bank guarantee letter shall be returned to the Supplier to enable him to get back the amount.

Signed and delivered this the nineteenth day of June 1919.

Sd/- P. M. Basappa,
Supplier.

Sd/- K. Matthan,
Food Controller & Director
of Civil Supplies in Mysore.

Copy

for Food Controller & Director
of Civil Supplies

SRS

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Memorandum of agreement executed this eighth day of July one thousand nine hundred and nineteen between Mr. K. Matthan, Food Controller & Director of Civil Supplies in Mysore, hereinafter called the "Food Controller" of the one part and Messrs. R. Papanna and Sons, Doddapet, Bangalore City, hereinafter called the "Suppliers" of the other part.

Whereas the Food Controller has called upon the Suppliers to import and supply five hundred tons of broken rice C.3 quality from Rangoon during the month of July 1919 and the Suppliers have agreed to do so.

Now this agreement witnesseth as follows:-

(1) The Food Controller should arrange shipping space from Rangoon to Madras for the said 500 tons for July shipment and for necessary licenses authorising the Suppliers to import the said quantity of broken rice from Burma during the month of July 1919.

(2) The Suppliers should import five hundred tons of broken rice C.3 quality from Rangoon and supply same to the Food Controller or as directed by him at the rate of Rs.11-7-0 per bag of 205 lbs. nett. (207 lbs. gross) for delivery ex-godown, Bangalore City.

(3) That in respect of quantities consigned to the Food Controller ar to his nominees in the Bangalore City as well as the various places within the Mysore State, payment should be made to the Suppliers against railway receipts at the rate of 90% of the value of each consignment deducting the railway freight from the Madras harbour station to the Bangalore City and cartage to godown at the rate of one anna per bag and the balance of 10% shall be paid to the Suppliers after checking and verifying the weighments of each consignment within not more than ten days from the date of receipt of the consignment. The payments will be calculated on the actual weights delivered at the several places of delivery.

(4) That immediately after the Supplies intimate, the Food Controller about the exact date of arrival of the shipment, the Food Controller shall furnish to them a list of the persons to whom and the places to which, such consignments should be booked from Madras harbour railway station, promptly and expeditiously so as to prevent any storage charges being imposed or levied by the Port Trust Authorities in respect of the said consignments.

(5) The Suppliers undertake to obtain at their own cost an authorised Surveyors' certificate before shipment at Rangoon to show that the quantity shipped is of good quality and shall produce the same before the Food Controller.

(6) That the Suppliers having deposited in the Bank of Mysore a sum of Rs.2,500 (Rupees Two thousand five hundred only) have lodged the Bank guarantee letter with the Food Controller as security for the due fulfilment of this contract; breach of the terms of this agreement will entail the forfeiture of the whole or part of the said deposit at the discretion of the Food Controller. After the due performance of this agreement the said Bank Guarantee letter shall be returned to the Suppliers to enable them to get back the amount.

Signed and delivered in the presence of

Sd/- P. M. Basappa — Suppliers.

Sd/- K. Matthan, — Food Controller.

Witnesses:-

1. xx xx

2. xx xx

Copy.

For Food Controller of Directorate of Civil Supplies.

Memoradum of agreement executed this 29th day of July one thousand nine hundred and nineteen between Mr. K. Matthan Food Controller and Director of Civil Supplies in Mysore, hereinafter called the "Food Controller" of the one part and Messrs R. Papanna and Sons, Doddapet, Bangalore City hereinafter called the "Suppliers" of the other part.

Whereas the Food Controller has called upon the Suppliers to import and Supply 1500 tons of whole rice Big Mills quality from Rangoon during the month of July 1919, and the suppliershaveagreed to do so.

Now this agreement witnesseth as follows:-

(1) The Food Controller should arrange shipping space from Rangoon to Madras for the said ~~xf~~ 1500 tons for July shipment and for ~~xxxxx~~ necessary licenses authorising the Suppliers to import the said quantity of rice from Burma during the month of July 1919.

(2) The Suppliers should import 1500 tons of whole rice Big Mills quality from Rangoon and supply same to the Food Controller or as directed by him at the rate of Rs.17-10-0 for delivery ex-godown Bangalore City per bag of 225 lbs nett.(227 lbs. gross).

(3) That in ~~xxxxxx~~ respect of quantities consigned to the Food Controller or to his nominees in the Bangalore City as well as the various places within the Mysore State payment should be made to the suppliers against the railway receipts at the rate of 90% of the value of each consignment deducting the railway freight from the Madras Harbour Station to the Bangalore City and cartage to godown at the rate of one anna ~~per bag~~ per bag and the balance of 10% shall be paid to the suppliers after checking and verifying the weighments of each consignment within not more than ten days from the date of the receipt of the consignment. The payment will be calculated on the actual weights delivered at the several places of delivery.

(4) That immediately after the suppliers intimated the Food

Controller of the exact date of arrival of the shipment the Food Controller shall furnish to them a list of the persons to whom and the places to which such consignments should be booked from Madras Harbour Railway Station promptly and expeditiously so as to prevent any storage charges being imposed or levied by the Port Trust Authorities in respect of the said consignments

(5) The Suppliers undertake to obtain at their own cost a Surveyor's certificate before shipment at Rangoon to show that the quantity shipped is of good quality and shall produce the same before the Food Controller.

(6) That the Suppliers having deposited in the Bank of Mysore a sum of Rs. 7500/- have lodged the Bank guarantee letter with the Food Controller as security for the due fulfilment of this contract; breach of the terms of this agreement will entail the forfeiture of the whole or part of the said deposit at the discretion of the Food Controller. After the due performance of this agreement the said bank guarantee letter shall be returned to the suppliers to enable them to get back the amount.

Signed and delivered in the presence of

Sd/- P.M.Basappa.
Suppliers.

Sd/- K. Matthan.
Food Controller.

Witnesses:-

Copy

For Food Controller & Director of Civil Supplies

Messrs. R. Papanna and Sons. 72

Allotment	Consignee	Dates of despatch of R.Rs. From	To	Date of receipt of rice consignments.	Date of submission of the statements regarding actual weights.	Remarks
	2.	3		4	5	6
April	1. P.C.D. Bangalore	13.5.19	22.5.19	13.5.19 - 22.5.19	26.5.19	
	2. Collector, C.&M. Stations	17.5.19	22.5.19	8.5.19 - 13.5.19	23.6.19 & 31.10.19	X 5 Nos
	3. Amildar, Bowringpet	10.5.19	21.5.19	10.5.19 - 18.5.19	7.7.19	
	4. Dy. Comm. Shimoga	9.5.19, 10.5.19, 12.5.19 & 19.5.19		12.5.19, 22.5.19 and 9.7.19	22.5.19, 29.5.19, 6.6.19, 15.8.19	
	5. Amildar, Kolar Kand	9.5.19	19.5.19	Not furnished	20.6.19	
	—	—		—	—	
May	1. Secretary, Mining Bd.	20.6.19		20.6.19, 21.6.19 & 1.7.19.	8.7.19	
	2. Asst. Boring Supt.	22.6.19		22.6.19 & 24.6.19	10.7.19	
	3. Collector, C.&M. Stations	23.6.19		27.6.19	30.9.19	X
	4. Dy. Comm. Shimoga	24.6.19 & 25.6.19		27.6.19 - 29.6.19	11.7.19	
	5. Asst. Tarikere	23.6.19		28.6.19	20.6.19	
	6. " Kadur	24.6.19 & 25.6.19		29.6.19 - 1.7.19	10.7.19	
	7. P.S.D. Bangalore	21.6.19		22.6.19 - 4.7.19	18.7.19	
	8. Prov. Sub. Mysore	25.6.19	3.7.19	1.7.19 - 9.7.19	16.7.19	
	9. V.P. Kolar Gold Fields.	21.6.19		....	26.6.19 & 8.7.19.	
	—	—		—	—	
June	1. Secretary, Mining Bd.	14.7.19	22.7.19	16.7.19 - 17.7.19	22.8.19	X
	2. V.P. K.G.F.	14.7.19	24.7.19	15.7.19 - 25.7.19	30.7.19	
	3. Asst. Boring Supt.	23.7.19	30.7.19	22.7.19 - 30.7.19	3.8.19, 10.8.19 and 15.8.19.	
July	1. Asst. Boring Supt.	22.8.19	2.9.19	22.8.19 - 31.8.19	9.9.19	
	2. " Kolar	23.8.19	24.9.19	25.8.19, 8.9.19, 19.9.19 & 25.9.19	9.9.19, 11.9.19, 29.9.19 & 26.10.19	X 12 Nos
	3. " Chikballapur	27.8.19	22.9.19	30.8.19, 5.9.19 & 8.10.19.	10.9.19 - 4.11.19	X — " —
	4. P.S.D. Bangalore	12.9.19	16.9.19	12.9.19 - 19.9.19	28.10.19	X — " —
	5. Asst. Malur	30.8.19	24.9.19	4.9.19, 18.9.19 & 25.9.19	2.9.19, 16.9.19, 27.9.19 & 18.10.19	
	6. " Srinivaspur	22.8.19	17.9.19	2.9.19	6.9.19 - 26.9.19	
	7. " Sidlaghatta	27.8.19	2.9.19	30.8.19 - 7.9.19	20.9.19	
	8. " Chintamani	27.8.19	2.9.19	2.9.19 - 3.9.19	3.9.19 - 10.9.19, 12.9.19 & 3.12.19	X 3 Nos
	9. " Gowribidanur	30.8.19	2.9.19	Not furnished	12.9.19.	
	—	—		—		

for Food Controller & Director of Civil Supplies

G. R. S. VI C/32

SUBJECT

Diary No. of letter replied to.... .....

GENERAL AND REVENUE SECRETARIAT

the *191* .

Date of issue 27/2

Sign. by ..... W. B.

Section DD

File No. 2a-e9

Serial No. 13

Endorsement

No. 4991 8

To Messrs
R. Papanna & Sons
Merchants
Bangalore City

With refee to their petn
& 10th Jan 1920 regd drip
the adjustment of bills
for Burma rice supplied
by them to the FD Contractor
from April to July 1919,
Messrs Papanna & Sons
are informed that their

over.

Conditions that they are not
liable to shortages in bags
delivered elsewhere than in
Bangalore or to headquarters or
receipt delivered are un-
tenable and that the T.C.
has been instructed to
adjust their outbound inp
as they are practicable.

Chief Secy

pp 23/12/70

Copy forwarded to the T.C. in reply to
the correspondence ending with his letter no 9901/S 5/10/47.C 1971
in the regard that the
remainder of interest which
may reasonably be paid
may be debited in the in-
perfect of their outbound inp
adjusted in their any delay.

Enclosures

Copy to

Examined by